

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

In re: : Chapter 7
Nunzio M. Terra, :
Debtor. : Bankruptcy No. 19-14560-MDC

O R D E R

AND NOW, on September 27, 2019, Nunzio M. Terra (the “Debtor”) caused to be filed a reaffirmation agreement with creditor Wells Fargo Bank, N.A., as trustee for Banc of America Alternative Loan Trust 2006-8 Mortgage Pass-Through Certificates, Series 2006-8 (the “Reaffirmation Agreement”).¹

AND, the Debtor was represented by an attorney during the course of negotiating the Reaffirmation Agreement.

AND, the attorney filed a Certification that the Debtor was counseled in accordance with 11 U.S.C. §524(c)(3).

AND, the Debtor acknowledged in writing receipt of the disclosures described in 11 U.S.C. §524(k) at or before the time at which the Debtor signed the Reaffirmation Agreement.

AND, there is no material difference between the income and expenses disclosed by the Debtor pursuant to 11 U.S.C. §524(k)(6)(A) and the income and expenses stated on Schedules I and J.

AND, there is no presumption of undue hardship pursuant to 11 U.S.C. §524(m)(1).

It is hereby **ORDERED** and **DETERMINED** that:

1. No reaffirmation hearing is necessary. 11 U.S.C. §§524(d) & (m).
2. Court approval of the Reaffirmation Agreement is unnecessary. 11 U.S.C. §524(c)(6)(A) (requiring court approval of Reaffirmation Agreement only upon certain conditions); 11 U.S.C. §524(m)(2) (presumption of undue hardship does not apply to agreements where the creditor is a credit union).

¹ Bankr. Docket No. 16.

Dated: October 23, 2019



MAGDELINE D. COLEMAN
CHIEF UNITED STATES BANKRUPTCY JUDGE

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